

COUNTY COUNCIL  
OF  
HARFORD COUNTY, MARYLAND

BILL NO. 02-31

Introduced by Council President Hirsch at the request of the County Executive

Legislative Session Day No. 02-20 Date: August 6, 2002

**AN ORDINANCE approving and providing for a multi-year Installment Purchase Agreement by Harford County, Maryland to acquire development rights in up to 100 acres of agricultural land located at off Pleasantville Road and Cosner Road, Forest Hill, Maryland 21050 from Madalyne E. Rahll and Edward G. Rahll, or any other owner thereof for a maximum purchase price of \$3,500.00 per acre or portion thereof (excluding one acre for any existing residential dwelling); providing that the County's obligation to pay such purchase price and interest thereon shall be a full faith and credit general obligation of the County; providing for the levying of taxes for such payments; authorizing the County Executive to make modifications in such Agreement under certain circumstances; providing for and determining various matters in connection therewith.**

By the Council,

August 6, 2002

Introduced, read first time, ordered posted and public hearing scheduled

on: September 3, 2002  
at: 6:30 p.m.

By Order: James E. Massey, Jr., Council Administrator

**PUBLIC HEARING**

Having been posted and notice of time and place of hearing and title of Bill having been published according to the Charter, a public hearing was held on September 3, 2002, and concluded on September 3, 2002.

James E. Massey, Jr., Council Administrator

EXPLANATION: CAPITALS INDICATE MATTER  
ADDED TO EXISTING LAW.  
[BRACKETS] indicate matter deleted  
from existing law. Underlining indicates  
language added to Bill by amendment.  
Language lined through indicates matter  
stricken out of Bill by amendment.

RECITALS

In accordance with the provisions of Section 524 of the Charter of Harford County (the "Charter"), the Annual Budget and Appropriation Ordinance of Harford County, Maryland (the "County") the Budget for fiscal year 2003, Bill No. 02-13 (the "Budget Ordinance") includes a project permitting the County to enter into installment purchase agreements to acquire development rights in agricultural lands located within the County, which Budget Ordinance was adopted by the County Council of Harford County, Maryland (the "County Council"), in accordance with the Charter.

Section 520 of the Charter provides that "any contract, lease or other obligation in excess of three thousand dollars (\$3,000) requiring the payment of funds from the appropriations of a later fiscal year shall be authorized by legislative act, and Section 524 of the Charter provides that the County may incur debt and pursuant to Bill No. 93-2 passed by the County Council on April 6, 1993, approved by the County Executive of the County on April 20, 1993, and effective on June 21, 1993 (the "Authorizing Act"), the County has been authorized and empowered to enter into installment purchase agreements to purchase easements for agricultural land preservation purposes

The Authorizing Act provides that after review by the Harford County Agricultural Advisory Board in accordance with the County's Easement Priority Ranking System and approval by the Harford County Board of Estimates, the County Council, may approve and provide for the acquisition of the development rights

1 in each particular parcel of agricultural land, as defined in the  
2 Authorizing Act.

3 Attached to this Ordinance as Exhibit A is an application to  
4 sell a development rights easement signed by the landowner where  
5 agricultural land is the subject of this Ordinance.

6 Attached to this Ordinance as Exhibit B are records of The  
7 Harford County Agricultural Advisory Board evaluating all  
8 applications to offer development right easements to the County,  
9 with each application ranked pursuant to the County's easement  
10 priority ranking system.

11 The County has now determined to enter into an Installment  
12 Purchase Agreement with Madalyne E. Rahl1 and Edward G. Rahl1, or  
13 any other person who is or becomes the owner of all or any  
14 portion of the Land (hereinafter defined) prior to execution and  
15 delivery of such Agreement, in order to acquire the development  
16 rights in approximately 100 acres, more or less, of agricultural  
17 land located off Pleasantville Road and Cosner Road, Forest Hill,  
18 Maryland 21050 for an aggregate purchase price not in excess of  
19 \$350,000.00, plus interest thereon, the actual amount of the  
20 purchase price to be equal to the lesser of such maximum amount  
21 or \$3,500.00 times the number of acres in such land (minus one  
22 acre for any existing residential dwelling located thereon), upon  
23 the terms and conditions hereinafter set forth.

24 NOW, THEREFORE:

25 SECTION 1. BE IT ENACTED BY THE COUNTY COUNCIL OF HARFORD  
26 COUNTY, MARYLAND, That

**BILL NO. 02-31**

1           (a) Harford County, Maryland (the "County") shall  
2 enter into an Installment Purchase Agreement (the "Installment  
3 Purchase Agreement") with Madalyne E. Rahl1 and Edward G. Rahl1,  
4 or any person who is or becomes the owner of all or any portion  
5 of the Land (hereinafter defined) prior to the execution and  
6 delivery of the Installment Purchase Agreement (the "Seller") in  
7 order to acquire the development rights in approximately 100  
8 acres of land, more or less, located off Pleasantville Road and  
9 Cosner Road, Forest Hill, Maryland 21050 within the County (the  
10 "Land"), for an aggregate purchase price not in excess of  
11 \$350,000.00 (the "Purchase Price"), plus interest thereon as  
12 hereinafter provided; provided that the actual amount of the  
13 Purchase Price shall be equal to the lesser of such maximum  
14 amount or \$3,500.00 multiplied by the number of acres in the Land  
15 (minus one acre for any existing residential dwelling located  
16 thereon);

17           (b) The Installment Purchase Agreement shall be in  
18 substantially the form attached hereto as Exhibit C and made a  
19 part hereof, and in such form the Installment Purchase Agreement  
20 is hereby approved as to form and content. The Installment  
21 Purchase Agreement shall be dated as of the date of its execution  
22 and delivery by the County and the Seller (the "Closing Date");

23           (c) A portion of the Purchase Price, in the amount  
24 determined as hereinafter provided, shall be paid in cash on the  
25 Closing Date. The balance of the Purchase Price shall be paid to  
26 the Seller in each year thereafter to and including a date not  
27 more than twenty (20) years after the Closing Date. The dates on

1 which each such installment is payable shall be determined by the  
2 County Executive and the Treasurer and shall be inserted in the  
3 form of the Installment Purchase Agreement attached hereto as  
4 Exhibit C;

5 (d) Interest on the unpaid balance of the Purchase  
6 Price shall accrue from the Closing Date and shall be payable at  
7 least annually in each year, commencing on the first of such  
8 dates to follow the Closing Date and continuing to and including  
9 a date not more than 20 years after the Closing Date at an  
10 interest rate equal to the yield on U.S. Treasury STRIPS maturing  
11 on the date next preceding the final maturity date in the  
12 Installment Purchase Agreement determined as of the business day  
13 preceding the Closing Date and rounded to the next highest 0.05%  
14 per annum. Interest shall be calculated on the basis of a 360-  
15 day year of twelve 30-day months;

16 (e) The County's obligation to make payments of the  
17 Purchase Price under the Installment Purchase Agreement and to  
18 pay interest thereon is and shall be a general obligation of the  
19 County and is and shall be made upon its full faith and credit.

20 SECTION 2. BE IT FURTHER ENACTED BY THE COUNTY COUNCIL OF  
21 HARFORD COUNTY, MARYLAND,

22 That it is hereby found and determined that:

23 (a) The acquisition of the development rights in the  
24 Land as set forth in Section 1 of this Ordinance and in the form  
25 of the Installment Purchase Agreement attached hereto as  
26 Exhibit C is in the best interests of the County;

(b) The Installment Purchase Agreement is a contract providing for the payment of funds at a time beyond the fiscal year in which it is made and requires the payment of funds from appropriations of later fiscal years;

(c) Funds for the payment of the Purchase Price under the Installment Purchase Agreement are included in the Budget Ordinance, As Amended;

(d) The County shall acquire the development rights in the Land in perpetuity;

(e) The Purchase Price is within the legal limitation on the indebtedness of the County as set forth in Article 25A, § 5(P) of the Annotated Code of Maryland;

(f) The cost of acquiring the development rights in the Land is equal to the Purchase Price;

(g) The only practical way to acquire the development rights in the Land is by private negotiated agreement between the County and the Seller.

SECTION 3. BE IT FURTHER ENACTED BY THE COUNTY COUNCIL OF HARFORD COUNTY, MARYLAND, That the Installment Purchase Agreement shall be signed by the County Executive of the County (the "County Executive") by his manual signature, and the Installment Purchase Agreement shall bear the corporate seal of the County, attested by the manual signature of the Director of Administration of the County (the "Director of Administration").

In the event that any officer whose signature shall appear on the Installment Purchase Agreement shall cease to be such officer before the delivery of the Installment Purchase Agreement, such

signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

SECTION 4. AND BE IT FURTHER ENACTED BY THE COUNTY COUNCIL OF HARFORD COUNTY, MARYLAND, That the County Executive and the Treasurer are hereby authorized, prior to execution and delivery of the Installment Purchase Agreement, to make such changes or modifications in the form of the Installment Purchase Agreement attached hereto as Exhibit C as may be required or deemed appropriate by them in order to accomplish the purpose of the transactions (including, but not limited to, determining the portion of the Purchase Price to be paid in cash on the Closing Date and establishment of interest and principal payment dates in each year that the Installment Purchase Agreement is outstanding) authorized by this Ordinance; provided that such changes shall be within the scope of the transactions authorized by this Ordinance and the execution of the Installment Purchase Agreement by the County Executive shall be conclusive evidence of the approval by the County Executive of all changes or modifications in the form of the Installment Purchase Agreement and shall thereupon become binding upon the County in accordance with its terms, as authorized by Section 524 of the Charter and the Authorizing Act (collectively, the "Enabling Legislation"), and as provided for in this Ordinance.

SECTION 5. BE IT FURTHER ENACTED BY THE COUNTY COUNCIL OF HARFORD COUNTY, MARYLAND, That the County Executive, the Director of Administration, the Treasurer of the County and other

1 officials of the County are hereby authorized and empowered to do  
2 all such acts and things and to execute, acknowledge, seal and  
3 deliver such documents (including a Tax Certificate and  
4 Compliance Agreement) and certificates as the County Executive  
5 may determine to be necessary to carry out and comply with the  
6 provisions of this Ordinance subject to the limitations set forth  
7 in the Enabling Legislation and any limitations set forth in this  
8 Ordinance.

9       SECTION 6. BE IT FURTHER ENACTED BY THE COUNTY COUNCIL OF  
10 HARFORD COUNTY, MARYLAND, That the Treasurer of the County is  
11 hereby designated and appointed as registrar and paying agent for  
12 the Installment Purchase Agreement (the "Registrar"). The  
13 Registrar shall maintain, or cause to be maintained, books of the  
14 County for the registration and transfer of ownership of the  
15 Installment Purchase Agreement. In addition, the County may,  
16 from time to time, designate and appoint the Department of the  
17 Treasury of the County, any officer or employee of the County or  
18 one or more banks, trust companies, corporations or other  
19 financial institutions to act as a substitute or alternate  
20 registrar or paying agent for the Installment Purchase Agreement,  
21 and any such substitute or alternate shall be deemed to be the  
22 Registrar or an alternate Registrar for all purposes specified in  
23 the resolution appointing such substitute or alternate. Any such  
24 appointment shall be made by the County Council by resolution and  
25 the exercise of such power of appointment, no matter how often,  
26 shall not be an exhaustion thereof.



1        SECTION 7. BE IT FURTHER ENACTED BY THE COUNTY COUNCIL OF  
2 HARFORD COUNTY, MARYLAND, That for the purpose of paying the  
3 installments of the Purchase Price when due and payable and the  
4 interest on the unpaid portion of the Purchase Price when due and  
5 payable, there is hereby levied, and there shall hereafter be  
6 levied in each fiscal year that any portion of the Purchase Price  
7 payable under the Installment Purchase Agreement remains  
8 outstanding, *ad valorem* taxes on real and tangible personal  
9 property and intangible property subject to taxation by the  
10 County, without limitation of rate or amount, and, in addition,  
11 upon such other intangible property as may be subject to taxation  
12 by the County within limitations prescribed by law, in an amount  
13 sufficient, together with the portion of the transfer tax imposed  
14 on transfers of real property in Harford County which is  
15 dedicated to agricultural land preservation and other available  
16 funds, to pay any installment of the Purchase Price under the  
17 Installment Purchase Agreement maturing during the succeeding  
18 year and to pay the annual interest on the outstanding balance of  
19 the Purchase Price until all of the Purchase Price under the  
20 Installment Purchase Agreement and such interest have been paid  
21 in full; and the full faith and credit and the unlimited taxing  
22 power of the County are hereby irrevocably pledged to the  
23 punctual payment of the Purchase Price under the Installment  
24 Purchase Agreement and the interest on the unpaid balance of the  
25 Purchase Price as and when the same respectively become due and  
26 payable.

1        SECTION 8. BE IT FURTHER ENACTED BY THE COUNTY COUNCIL OF  
2        HARFORD COUNTY, MARYLAND, That this Ordinance shall take effect  
3        sixty (60) calendar days after it becomes law.

4        EFFECTIVE:

5  
6  
7                    The Council Administrator of the  
8                    Council does hereby certify that  
9                    fifteen (15) copies of this Bill  
10                   are immediately available for  
11                   distribution to the public and the  
12                   press.

13  
14                     
15                   Council Administrator

16  
17  
18  
19  
20  
21  
22  
23  
24        #7040936

JAMES M. HARKINS  
HARFORD COUNTY EXECUTIVE

JOHN J. O'NEILL, JR.  
DIRECTOR OF ADMINISTRATION



JOSEPH KOCY  
DIRECTOR OF PLANNING & ZONING

HARFORD COUNTY GOVERNMENT  
Department of Planning and Zoning

**COMMITMENT LETTER CONTRACT**

**Harford County Agricultural Land Preservation Easement Program**

RE: Purchase of Development Rights on Approximately 88 Acres of Land.

Dear Mr. & Mrs. Edward G. Rahl, Sr.:

We are pleased to extend an offer to purchase the development rights on your property and place a land conservation easement on it consisting of approximately 88 acres, subject to verification before settlement by survey submitted to Harford County, located at off Pleasantville and Cosner Road Forest Hill MD 21050. In accordance with your application, this offer is in the form of a Cash settlement.

10 yr IPA \*Hshes not decided yet wither cash or IPA so use IPA in legislation (initials here)

This agreement is subject to the following terms and conditions: 10 year

1. Purchase Price: Harford County (County) offers to purchase the Development Rights from the Seller for a purchase price of \$3,500.00 per acre (excluding one acre for each dwelling pursuant to the Enabling Legislation or other exclusion acreage required by the County). The Purchase Price shall be paid in cash at the date of settlement.
2. Documentation: All instruments and documents required shall be subject to approval as to form and substance by the County, the County's attorney and Miles & Stockbridge, Bond Counsel ("Bond Counsel"). In addition to those items specifically set forth in this letter, the Seller shall furnish to the County, prior to the Settlement Date, any other documents, or materials as the County may require.
3. Conditions Precedent to Settlement:
  - (a) Not less than fourteen (14) days prior to the settlement Date, the Seller shall furnish to the County, a Subordination Agreement in recordable form from each mortgage and other lienholder having a lien on all or any portion of the land which subordination Agreement shall be satisfactory in all respects to the County subordinating such person's interest in the Land to the rights of the County under the Deed of Easement.

*Preserving our values, protecting our future*

MY DIRECT PHONE NUMBER IS (410) 638-3103  
220 SOUTH MAIN STREET BEL AIR, MARYLAND 21014 410-638-3000 • 410-879-2000 • TTY 410-638-3086  
•www.co.ha.md.us

**This document is available in alternative format upon request.**

**HARFORD COUNTY, MARYLAND  
DEPARTMENT OF PLANNING AND ZONING**

Harford County Administrative Offices Building  
220 South Main Street  
Bel Air, Maryland 21014  
(410)638-3103

*Harford County Agricultural Land Preservation Act  
Application*

1. If any item is inapplicable, please mark "N/A."
2. if any item includes a choice indicated by a box, please check the appropriate box and include or attach any other information required.
3. Each item should be completed as fully as possible by all applicants, unless otherwise indicated. If you are uncertain as to whether particular information is applicable to an item, please still include such information.
4. Please feel free to expand your answers by attaching additional sheets if necessary.
5. This is an application to sell a development rights easement to Harford County, Maryland pursuant to the Harford County Agricultural Land Preservation Act [Bill No. 93-2 as passed by the Harford County Council on April 6, 1993 (the "Act")]. After sale of the development rights easement, the only use of the land permitted under the Act is agricultural.
6. This application is subject to review by the Harford County Agricultural Advisory Board, and the land will be evaluated in accordance with the Harford County Easement Priority Ranking System.
7. This application is subject to the provisions of the Act. Applicant acknowledges receipt of the following:
  - a. Summary of the Act.
  - b. Sample form of deed of easement.
  - c. Sample form of installment purchase agreement.
  - d. Sample form of opinion of bond counsel.

I. APPLICANT (i.e., the owner of the land). Indicate the portion owned by each owner.

A. Correct legal name: Edward G. Rahl1 &  
Madelyne E. Rahl1  
\_\_\_\_\_

B. Address (if mailing address is a post office box, please give a Street address as well):

2307 Putnam Road  
Forest Hill, MD 21050  
\_\_\_\_\_

C. Telephone No. 410-879-0823 Fax No \_\_\_\_\_

D. Social Security Number or Tax Identification Number for each owner.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

E. Type of legal entity:

- ☒ individual
- ☐ corporation incorporated in the State of \_\_\_\_\_
- ☐ general partnership created in the State of \_\_\_\_\_
- ☐ limited partnership created in the State of \_\_\_\_\_
- ☐ limited liability company created in the State of \_\_\_\_\_

F. Description of Applicant's business and percentage of income attributed to agriculture production: 10% retired

G. Contact person at Applicant's organization:

1. Name: Same
2. Title: \_\_\_\_\_
3. Telephone: \_\_\_\_\_

H. Legal counsel representing Applicant in proposed transaction:

1. Name: N/A
2. Address: \_\_\_\_\_  
\_\_\_\_\_
3. Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

.1. Surveyor representing applicant (not applicable if survey is 1960 or newer and completely closes)

1. Name: N/A
2. Address: \_\_\_\_\_  
\_\_\_\_\_
3. Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

J. Information concerning ownership (attach copy of deed(s) for all parcels).

Please list below all information for each parcel contained in this easement purchase.

1. Date of acquisition; recording reference; Harford County Tax map and parcel number; acres; address; sale of land, development rights, family conveyances or easement restriction applied to each parcel.

1953, 399/133  
one lot created

K. Mortgagees or Deeds of Trust or other encumbrances (including leases).  
Lienholders will be required to subordinate their mortgage or deed of trust to the easement of the County.

N/A

L. Describe all uses currently made of the land and by whom:

Agricultural

Beef / grain production

Non- agricultural

N/A

M. Zoning Classifications (if known).

Ag

N. Identify all children of owner(s).

Name

Address

Edward Rahl

Bobby Rahl

Joe Rahl

O. Identify all living mothers, fathers, brothers or sisters of owners of this property willing to participate in family conveyance lot transactions.

Name

Address

N/A for other than children (see back)

P. Identify all residences and buildings on the land.

None



Q.     Applicant's accountant.  
Name     N/A  
  
Address     \_\_\_\_\_  
  
Telephone No. \_\_\_\_\_

R.     Identify all soil and/or water conservation plans in effect concerning the land and if all practices are applied (forward copy of SCS plan).  
         See SCS plan  
\_\_\_\_\_  
\_\_\_\_\_

S.     Farm land breakdown

|                 |           |
|-----------------|-----------|
| Cropland acres  | <u>47</u> |
| Pasture acres   | <u>22</u> |
| Woodland acres  | <u>19</u> |
| Homestead acres | <u>0</u>  |
| Other           | <u>-</u>  |

T.     Innovative farming practices on farm and type and production.

-N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

U. Has the Applicant, or any principal, officer, or principal stockholder:

1. Ever been convicted of a criminal offense other than a traffic violation?

☐ Yes

☒ No

If yes, please explain: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Ever been involved in bankruptcy or insolvency proceedings?

☐ Yes

☒ No

If yes, please explain: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. Is there any litigation pending against the Applicant, principal, officer or principal shareholder?

☐ Yes

☒ No

If yes, please explain: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

V. Other:

Are there any other facts or circumstances of a material nature (e.g., conflicts of interest) relating to any of the parties to the proposed transaction, the proposed facility, or its uses, which have not been clearly described in this application or which deserve further explanation?

☐ Yes

☒ No

- X. Please indicate whether you will take Installment Purchase option or lump sum payment.

Cash or IPA (undecided)

II. EXECUTION

It is understood that the above information is submitted in good faith, based on present expectations of the Applicant, to aid the Agricultural Advisory Board of Harford County, Maryland in its consideration of this application for the sale of a development rights easement to Harford County, Maryland.

It is further understood that I/we, as Applicant, under this program may be required to attend a session of the County Council of Harford County, Maryland. The session will be a public hearing regarding this request. Meetings may also be necessary with the member of the County Council who represents the geographic area where the land is located.

The information in this application and supporting exhibits is true and complete to the best of my/our knowledge and is submitted for the purpose of the sale of a development rights easement to Harford County, Maryland. I/We authorize Harford County to conduct whatever investigation it feels is necessary to properly evaluate and process this application. I/We understand that this application is subject to review of the Agricultural Advisory Board approval of the County Council of Harford County, Maryland, title search, survey, soil evaluation and other factors set forth in the Act.

Dated at Forest Hill MD, on August 4<sup>th</sup>, 19 2001  
(City) (State)

/s/ Edward G. Rahl

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DATE: 06/17/02 HARFORD COUNTY, MARYLAND  
TIME: 14:18:50

DIST: 04 INDEX NO.: 055012 LIBER: 0399 FOLIO: 0133 EXPT CODE: 0

USE: A MAP: 0039 GRID: 0003E PARCEL: 0240 TOWN CODE: 000

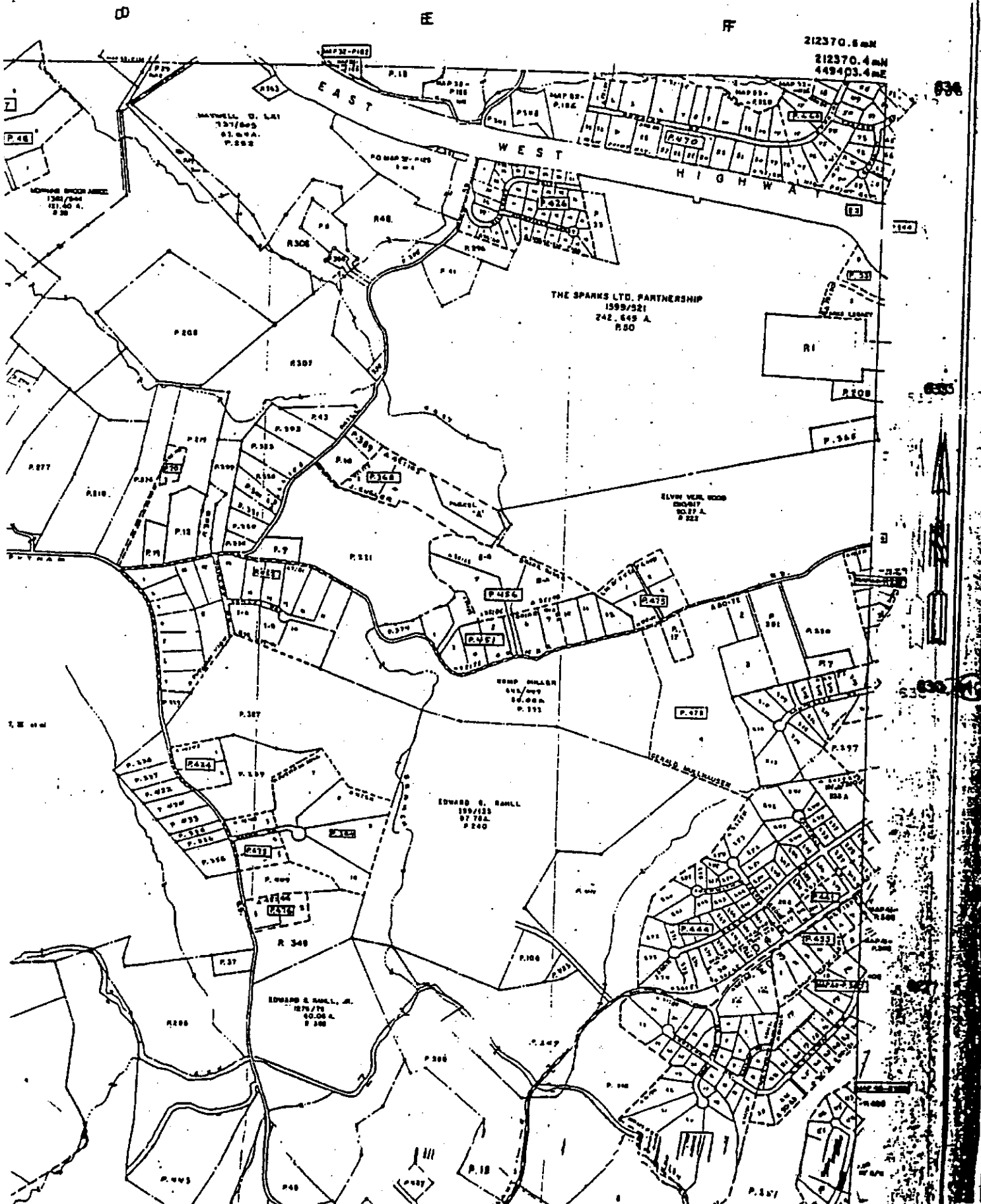
|                           |               |        |
|---------------------------|---------------|--------|
| NAME: RAHLL EDWARD G & WF | CURRENT ASMT: | 24,130 |
|                           | STATE TAX:    | 20.27  |
| ADDR: 2307 PUTNAM ROAD    | COUNTY TAX:   | 225.86 |
|                           | HIGHWAY TAX:  | 37.64  |
| FOREST HILL MD 21050-0000 | GROSS TAX:    | 238.77 |
|                           | NET TAX:      | 238.77 |

|                             |                    |
|-----------------------------|--------------------|
| DESC: 87.773 AC             |                    |
| S S COSNER ROAD             | CB CREDIT: 0.00    |
| N OF PLEASANTVILLE          | SOLAR CREDIT: 0.00 |
|                             | HMSTD CREDIT: 0.00 |
| FIELD CARD: 05385-000-00-00 | LOCAL CREDIT:      |

|                        |                  |                         |
|------------------------|------------------|-------------------------|
| SUPPLEMENTAL TAX FLAG: | COMMUNITY ASSOC: | NON-PROFIT FLAG:        |
| SOLAR ASMT: 0          | SOLAR MAX: 0.00  | PREFER LND ASMT: 24,130 |

DATE LAST ASSESSED: 0500 PRIOR ASSESSMENT: 24,130

ENTER = MENU RETURN; CLEAR = END SESSION



THIS DEED Made this 29<sup>th</sup> day of July, in the year 1953, by C. ELMER EHRHARDT and BERTHA A. EHRHARDT, his wife, of Harford County, State of Maryland,

WITNESETH, That for and inconsideration of the sum of Ten Dollars and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the said C. Elmer Ehrhardt and Bertha A. Ehrhardt, his wife, do hereby grant and convey unto EDWARD G. RAHLL and MADELINE E. RAHLL, his wife, all that tract or parcel of land situate and lying in the Fourth Election District of Harford County, Maryland, on the public road leading from High Point to Pleasantville, more particularly described as follows:

BEGINNING for the same at a point in the middle of the public road leading from High Point to Pleasantville, said point being also the beginning of a tract of land conveyed by Owen Murphy and Thomas Sadler to Frank Riley by deed dated, June 8, 1899, and recorded among the Land Records of Harford County in Liber W.S.F. No. 96 Folio 296, and thence leaving the middle of the road and running with the lines of said conveyance as herein expressed, and binding on land now or formerly owned by Frank Fristoe, North 00° 15' East 34 perches to a stone and thence North 23° 45' East 24 perches, thence North 43° East 9 perches to a chestnut, thence North 59° 30' East 30 perches, thence North 49° East 8 perches, thence North 41° 15' East 10 perches to a large chestnut, and thence North 35° East 30 perches to a stone, being a corner of the land formerly owned by Guy Taylor, and thence running with and bounding thereon, as agreed

LIBER FOLIO (*unreadable*)

WITH said Taylor, North  $64^{\circ} 45'$  West 347 feet to a big poplar, thence North  $64^{\circ} 45'$  West 540 feet to a double hickory, thence North  $66^{\circ} 45'$  West 176 feet to a stone in a line with the lands formerly owned by D. C. Wharton Murphy, and thence running with and bounding on his land South  $20^{\circ} 15'$  West 111 feet to a stone, South  $66^{\circ}$  West 427 feet to a post, thence North  $66^{\circ}$  West 791 feet to a maple by a branch, and thence North  $87^{\circ} 25'$  West 938 feet to a post, thence running across the tract, North  $78^{\circ}$  West, 370 feet to a stone set on the West side of the East branch of Winters Run and in the outline of the land now or formerly owned by George Lancaster, and thence, bounding thereon, South  $12^{\circ}$  West 291 feet, thence South  $20^{\circ} 45'$  West 1869 feet to three maples growing from a stump, being a corner of the lands formerly owned by John Wismer, it being the North corner of Lot 2 (plat J.A.R. No. 176, folio 166), and thence running with and bounding on Lot 2 South  $67^{\circ} 30'$  East 426 feet, thence leaving the Wismer land and running through the Murphy land, South  $62^{\circ} 30'$  East 1110 feet to a post at the end of the North  $3^{\circ} 30'$  East 501 foot line of Lot number 3 of said plat, North  $82^{\circ} 45'$ , East 660 feet, thence North  $66^{\circ}$  East 172 feet, thence South  $42^{\circ}$  East 448 feet to the middle of the road leading from Pleasantville to High Point, as aforesaid, thence running with the middle of said road, North  $62^{\circ} 20'$  East 137 feet, thence North  $86^{\circ} 30'$  East 101.5 feet, the beginning hereof, containing 140.915 acres, more or less;

Being the same and all the land conveyed by and described in a deed from Anna Marie Murphy, single, to C. Elmer Ehrhardt and Bertha A. Ehrhardt, his wife, dated June 21, 1943, and recorded

Among the Land Records of Harford County in Liber D.C.B. No. 278 folio 238.

TOGETHER with all the improvements thereon, and all the rights, roads, ways, waters, easements, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described parcel of land and premises unto the said Edward G. Rahl and Madelyne E. Rahl, his wife, as tenants by the entireties, their assigns, or the survivor of them, or the heirs and assigns of the survivor of them, forever, in fee simple,

AND the said C. Elmer Ehrhardt and Bertha A. Ehrhardt, his wife, do hereby covenant to warrant specially the lands and premises above described and hereby intended to be conveyed, and to execute such other and further assurances of the same as may be requisite and necessary.

AS WITNESS our hands and seals the day and year first above written.

Test:

/s/ Georgia E. Howard

/s/ C. Elmer Ehrhardt (SEAL)

/s/ Bertha A. Ehrhardt (SEAL)

(*ALL TAXES PAID STAMP*)S

*STREETT BOWMAN, TREAS 8/5/53*

STATE OF MARYLAND, HARFORD COUNTY, SCT:

I hereby certify that on this 29<sup>th</sup> day of July, in the year 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for Harford County, duly commissioned and qualified, personally appeared C. Elmer Ehrhardt and Bertha A. Ehrhardt, his wife, and they acknowledged the foregoing deed.



LIBER FOLIO (unreadable)

To be their respective act.

Witness my hand and Notarial Seal.

/s/ Georgia E. Howard

Notary Public

( *TRANSFERRED stamp*  
*Charles h. Hartman, Clerk*)

*(Stamp: Received for recording*

*Recorded in Liber \_\_\_\_\_ No. \_\_\_\_\_*

*Folio \_\_\_\_\_*

*Aug 5 3:57 PM '53*

*\_\_\_\_\_ Records Harford*

*County, MD & Examined per Garland R. Greer, Clerk*

THIS MORTGAGE, made this 29<sup>th</sup> day of July (*unreadable*) in the year nineteen hundred and fifty three, by EDWARD G. RAHLL and MADELYNE E. RAHLL, his wife, (*unreadable*) of Harford County, in the State of Maryland.

Whereasm the said Edward G. Rahll and Madelybe E. Rahll, his wife, are justly and bona fide indebted unto C. Elmer Ehrhardt and Bertha A. Ehrhardt, his wife, in the full and just sum of Nine Thousand Dollard (\$9,000.00), being balance of purchase price for the lands and premises hereinafter described, and being desirous of securing the repayment of said sum at the expiration of nine (9) years from the date hereof, together with interest thereon at the rate of four percent (4%) per annum payable semi annually, the said Mortgagors agreeing to pay the sum of One Thousand Dollars (\$1,000.00) on said principal sum on every anniversary date hereof, (subsequent interest to be reduced accordingly), with the privilege reserved to the said Mortgagors to make additional payments or to prepay the entire mortgage debt at any time, they do execute this mortgage.

Now This Mortgage Witnesseth, that in consideration of the premises and the sum of One Dollar, the said Edward G. Rahll and Madelyne E. Rahll, his wife, do grant and convey unto the said C. ELMER EHRHARDT and BERTHA A> EHRHARDY. His wife, as tenants by the entireties, their assigns, or the survivor of them or the heirs and assigns of the survivor of them, forever in fee simple, All that tract or parcel of land situate and lying in the Fourth Electin District of Harford County, Maryland, on the public road leading from High Point to Pleasantville containing 140.915 acres, more or less, being the same and all the land conveyed by and described in a deed from the said C. Elmer Ehrhardt and Bertha A. Ehrhardt, his wife, to the said Edward G. Rahll and Madelyne E. Rahll, his wife, dated even date herewith, and recorded, or intended to be recorded, among the Land Records of Harford County, prior hereto.

Test: Mildred M. Preston BERTHA H. EDIE  
Mildred N. Preston Bertha H. Edie  
MARION H. EDIE (SEAL)  
Marion H. Edie  
GILBERT M. RUTLEDGE (SEAL)  
Gilbert M. Rutledge  
ADA E. RUTLEDGE (SEAL)  
Ada E. Rutledge

STATE OF MARYLAND, HARFORD COUNTY, SS:

I HEREBY CERTIFY, that on this 29th day of June, 1946, before me, the subscriber, a Notary Public of the State of Maryland, in and for Harford County, duly commissioned and qualified, personally appeared Bertha R. Edie and Marion H. Edie, her husband, and Gilbert M. Rutledge and Ada E. Rutledge, his wife, and each acknowledged the foregoing deed to be their act.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Mildred M. Preston, Rotary Public  
Mildred M. Preston

Received for Record Aug. 28, 1946 at 9:00 A.M., Same day recorded and examined, per  
Granville C. Boyle, Clerk.

rfd. Sept. 11, 1946 Delivered to D. Paul McNabb

THIS DEED, made this 2nd day of August in the year 1946, by D. PAUL McNABB, Unmarried, of Harford County in the State of Maryland.

WITNESSETH that for and in consideration of the sum of Ten Dollars (\$10.), cash in and paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the said D. Paul McNabb does hereby grant, bargain end sell and convey unto EDWARD RAHLL and MADELINE E. RAHLL, his wife, as tenants by entireties, their assigns, the survivor hereof, and the heirs and assigns of the survivor, forever, in fee simple, all that farm or tract land situate, lying and being in the FOURTH ELECTION DISTRICT of Harford County, Maryland, and lying on the public road leading from Pleasantville to the Baptist Meeting House, containing Eighty Two (82) Acres, Three (3) Moods and Thirty seven (37) Squire Perches of land, more or less, king part of a tract called "Addition to Conclusion", or by whatsoever name or names the sums my be known or called, and being the same and all the lend conveyed by and described in a deed from a certain Mary C. Roach to Michael S. Rahll and Mary F. Rahll, his wife, dated the 8th day of February, 1912, and recorded among the land Records of Harford County aforesaid in Liber J.A.R. 134, folio 454, and being also the same and all the land conveyed by and described in a deed from Juanita Caine end Charles A. Caine, her husband, end others, to the said D. Paul McNabb, aring even date herewith and recorded or intended to be recorded among the Lend Records a forementioned prior to the recording hereof,

TOGETHER with the buildings and improvements thereon and all the rights, ways, roads, waters, water courses, easements, privileges, advantages and appurtenances thereto belonging or anywise appertaining. To have and to hold the above granted and described property unto the id Edward C. Rahll. and Madeline H. Rahll, his wife, as tenants by entireties, their assigns, the survivor thereof, end the heirs and assigns of the survivor, forever, in fee simple. And the said Paul McNabb does hereby covenant to warrant specially the lends and premises herein before des---

cribed and mentioned, and hereby intended to be conveyed, and agrees to execute such other and further assurances thereof as maybe requisite and necessary.

AS WITNESS the hand and seal of the above named grantor the day and year first above written.

Attest; Mildred M. Preston  
Mildred M. Preston

D. PAUL McNABB (SEAL)  
D. Paul McNabb

STATE OF MARYLAND, HARFORD COUNTY, SS:

I HEREBY CERTIFY that on this 2nd day of August, 1946, before me, the subscriber, a Notary Public of the State of Maryland, in and for Harford County, duly commissioned and qualified, personally appeared D. Paul McNabb and acknowledged the foregoing deed to be his act.

WITNESS my hand and Notary Seal.

NOTARIAL SEAL)

Mildred M. Preston  
Mildred M. Preston, Notary public

received for Record Aug. 28, 1940 at 9:01 A.M., Same day recorded and examined, per Granville C. Boyle, Clerk.

1.10 Federal Stamp Sept. II, 1946 Mailed to Robert P. Hamilton, Whiteford, Md. R.D.#1

1.00 State Stamp Trfd.

THIS DEED, Made this 19th day of August in the year 1946, by HANNAH MAE HORNER, Unmarried, of Delaware County, State of Pennsylvania.

WITNESSETH that for and in consideration of the sum of One Thousand Dollars (\$1000.) cash in hand paid, and other good and valuable consideration, the receipt of all of which is he:

acknowledged, the said Hannah Mae Horner does hereby grant, bargain and sell and convey unto ROBERT P. HAMILTON and HELEN P. HAMILTON, his wife, of Harford County, State of Maryland, tenants by entireties, their assigns, the survivor thereof, and the heirs and assigns of time survivor, forever, in fee simple, all that certain lot, piece or parcel of land situate, lying and being in the FIFTH ELECTION DISTRICT of Harford County, State aforesaid, containing Twelve (12) acres and Sixty Five (65) Square Perches of land, more or less, being the same and all the land conveyed by and described in a deed from Charles E. Beard and Mary E. Beard, his wife, to James Caulford, dated the 9th day of November, 1918, and recorded among the Land Records of Harford County aforesaid in Liber J.A.R. No. 162, folio 155, and being also the same and all the land conveyed by and described in

**BILL NO. 02-31**

a deed from Margaret E. Caulford, widow, and others, to the said Hannah Mae Homer, dated the 8th day of October, 1925, and recorded as aforesaid in Liber D.G.W. 195, folio 269,

TOGETHER with the buildings and improvements thereon and all the rights, ways, roads, waters, water courses, easements, privileges, advantages and appurtenances thereto belonging in anywise appertaining. To have and to hold the above granted and described property unto the Robert P. Hamilton and Helen P. Hamilton, his wife, as tenants by entireties, their assigns survivor thereof, and the heirs and assigns of the survivor, forever, in fee simple. And the

A Hannah Mae Homer does hereby covenant to warrant specially the lands and premises herein afore described and mentioned and hereby intended to be conveyed, and agree to execute such mer and further assurances thereof as maybe requisite and necessary.

AS WITNESS the hand and seal of the above named grantor the day end year first above

**EXHIBIT B**

1  
2  
3  
4  
5  
6

Records of The Harford County Agricultural Advisory  
Board evaluating and ranking applications pursuant  
to the County's easement priority ranking system.

2002 Harford Preservation Ranking

| RANK | NAME / ADDRESS  | ACREAGE | POINTS |
|------|---|---------|--------|
| 1    | Mr. Donald Stubbs<br>3443 Wilson Road<br>3923 Street Road<br>Street, MD 21154           | 185.00  | 239.45 |
| 2    | Mr. & Mrs. Leo Werneke<br>2704 Scarff Road<br>Fallston, MD 21047                        | 79.00   | 226.32 |
| 3    | Mr. & Mrs. Carl Nash<br>1106 Heaps Road<br>Street, MD 21034                             | 74.00   | 214.73 |
| 4    | Mr. & Mrs. Al Lehnerd<br>521 Darlington Road<br>Darlington, MD 21034                    | 123.00  | 202.67 |
| 5    | Mr. & Mrs. Gerald Fletcher<br>200 Jerry's Road<br>Street, MD 21154                      | 76.00   | 188.90 |
| 6    | Ms. Linda Wiley etal<br>E S Constitution Road<br>Pylesville, MD 21132                   | 116.00  | 187.17 |
| 7    | Mr. & Mrs. Edward Rahll Sr.<br>2307 Putnam Road<br>Forest Hill, MD 21050                | 159.00  | 183.91 |
| 8    | Mr. & Mrs. Brian Simmons<br>1305 Deer Creek Road<br>Forest Hill, MD 21050               | 69.00   | 183.44 |
| 9    | Mr. & Mrs. Clyde Hall<br>Little Farm LLC<br>4232 Conowingo Road<br>Darlington, MD 21034 | 150.00  | 174.74 |
| 10   | Mr. & Mrs. Dean King<br>1934 Harkins Road<br>Pylesville, MD 21132                       | 50.00   | 173.21 |
| 11   | Mr. & Mrs. Steven Graefe<br>1954 Mt. Horeb Road<br>Street, MD 21154                     | 120.00  | 173.18 |
| 12   | Mr. Charles Creswell<br>713 Thomas Run Road<br>Bel Air, MD 21015                        | 30.00   | 173.15 |
| 13   | Mr. Elmer Bosely &<br>Ms. Mary Jones<br>3300 Thomas Bridge Road Street, MD 21154        | 110.00  | 172.30 |

|    |  |        |        |
|----|--|--------|--------|
| 14 | Mr. Evan T. Scarff<br>2401 Johnson Mill Road<br>Forest Hill, MD 21050      | 55.00  | 171.20 |
| 15 | Mr. & Mrs. Edgar Almony<br>3110 Dry Branch Road<br>White Hall, MD 21161    | 83.00  | 167.23 |
| 16 | Mr& Mrs. George Merryman<br>4511 Flintville Road<br>Whiteford, MD 21160    | 42.00  | 163.30 |
| 17 | Mr. & Mrs. Gary Gray<br>2954 Conowingo Road<br>Bel Air, ,MD 21014          | 81.00  | 162.69 |
| 18 | Mr. Albert McGuigan<br>4534 Graceton Road<br>Whiteford, MD 21160           | 90.00  | 161.96 |
| 19 | Harford County 4-H Camp<br>6 Cherry Hill Road<br>Street, MD 21050          | 184.00 | 160.04 |
| 20 | Mr. David Button<br>2806 Sharon Road<br>Jarrettsville, MD 21084            | 141.00 | 158.85 |
| 21 | Mr. Kevin Bearsch etal.<br>3200 Clayton Road<br>Joppa, MD 21085            | 58.00  | 158.11 |
| 22 | Mr. & Mrs. Gerald Weeks<br>2438 Johnson Mill Road<br>Forest Hill, MD 21050 | 54.00  | 157.79 |
| 23 | Mr. Elson Duvall<br>4216 Harford Creamery Road<br>White Hall, MD 21161     | 56.00  | 152.68 |
| 24 | Mr. & Mrs. William Hauck<br>4686 Norrisville Road<br>White Hall, MD 21161  | 28.00  | 150.61 |
| 25 | Mr. Bernard Getscher<br>1060 Taylor Road<br>Street MD, 21154               | 66.00  | 148.25 |
| 26 | Mr. Scott Sebring<br>5027 Carea Road<br>White Hall, MD 21161               | 59.00  | 147.87 |
| 27 | Mr. & Mrs. Wilson Bailey<br>1939 High Point Road<br>Forest Hill, MD 21050  | 23.00  | 129.66 |



|    |   |       |        |
|----|---|-------|--------|
| 28 | Mr. & Mrs. Joseph Ownes<br>2527 Harkins Road<br>White Hall, MD 21161                      | 22.00 | 128.20 |
| 29 | Ms. Marjorie Kelly &<br>Ms. Elsie Barnaby<br>2449 Laurel Brook Road<br>Fallston, MD 21047 | 30.00 | 124.50 |
| 30 | Mr. and Mrs. Albert Laisy<br>2501 Laurel Brook Road<br>Fallston, MD 21047                 | 27.00 | 123.42 |

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MADALYNE E. RAHLL AND EDWARD G. RAHLL

the Seller

and

HARFORD COUNTY, MARYLAND,

the County

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INSTALLMENT PURCHASE AGREEMENT  
(No. 2003-6)

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## TABLE OF CONTENTS

(This Table of Contents is not part of the Installment Purchase Agreement and is only for convenience of reference)

| <u>Section</u>   | <u>Page</u> |
|------------------|-------------|
| RECITALS .....   | 1           |
| AGREEMENTS ..... | 1           |

### ARTICLE I

#### DEFINITIONS

|     |                             |   |
|-----|-----------------------------|---|
| 1.1 | Definitions .....           | 1 |
| 1.2 | Rules of Construction ..... | 3 |

### ARTICLE II

#### SALE AND PURCHASE OF DEVELOPMENT RIGHTS DECLARATION OF TRUST; THE CERTIFICATES

|     |  |   |
|-----|--|---|
| 2.1 | Agreement to Sell and Purchase Development Rights..... | 4 |
| 2.2 | Delivery of Deed of Easement .....                     | 4 |

### ARTICLE III

#### PAYMENT OF PURCHASE PRICE

|     |  |   |
|-----|--|---|
| 3.1 | Payment of Purchase Price.....                       | 4 |
| 3.2 | Registration and Transfer of this Agreement .....    | 5 |
| 3.3 | Mutilated, Lost, Stolen or Destroyed Agreement ..... | 6 |

### ARTICLE IV

#### REPRESENTATIONS AND WARRANTIES

|     |   |   |
|-----|---|---|
| 4.1 | Representations and Warranties of the County .....          | 6 |
| 4.2 | Representations and Warranties of the Original Seller ..... | 7 |

## ARTICLE V

### PROVISIONS RELATING TO EXCLUSION OF INTEREST FROM INCOME FOR FEDERAL INCOME TAXATION

|     |   |   |
|-----|---|---|
| 5.1 | Intent of County and Tax Covenant of County .....                                 | 8 |
| 5.2 | Acknowledgement of Seller with Regard to Tax Consequences of<br>Transaction ..... | 8 |

## ARTICLE VI

### THE REGISTRAR

|     |  |   |
|-----|--|---|
| 6.1 | Appointment of Registrar .....                                   | 8 |
| 6.2 | Change of Registrar and Appointment of Successor Registrar ..... | 8 |
| 6.3 | Qualifications of Successor Registrar .....                      | 8 |
| 6.4 | Successor by Merger or Consolidation .....                       | 9 |

## ARTICLE VII

### MISCELLANEOUS

|      |  |    |
|------|--|----|
| 7.1  | Successors of County .....                     | 9  |
| 7.2  | Parties in Interest .....                      | 9  |
| 7.3  | Binding Effect.....                            | 9  |
| 7.4  | Severability .....                             | 9  |
| 7.5  | Prior Agreements Canceled; No Merger .....     | 9  |
| 7.6  | Amendments, Changes and Modifications .....    | 10 |
| 7.7  | No Personal Liability of County Officials..... | 10 |
| 7.8  | Governing Law .....                            | 10 |
| 7.9  | Notices .....                                  | 10 |
| 7.10 | Holidays.....                                  | 11 |
|      | Signatures and Seals .....                     | 11 |

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#### SCHEDULE I - Installments of Purchase Price

EXHIBIT A - Form of Deed of Easement

EXHIBIT B - Permitted Encumbrances

EXHIBIT C - Form of Assignment

EXHIBIT D - Transfer of Agreement - Schedule of Transferees

# **INSTALLMENT PURCHASE AGREEMENT**

(No. 2003-6)

THIS INSTALLMENT PURCHASE AGREEMENT is made as of the \_\_\_\_ day of \_\_\_\_\_, 2002, between MADALYNE E. RAHLL AND EDWARD G. RAHLL (the "Seller") and HARFORD COUNTY, MARYLAND, a body politic and corporate of the State of Maryland (the "County").

## **RECITALS**

A. Pursuant to and in accordance with Ordinance No. 93-2, now codified as Section 60-9 of the Harford County Code, as amended (the "Authorizing Act"), the County is authorized to preserve agricultural land in Harford County, Maryland by purchasing the development rights (as defined in the Authorizing Act) in agricultural lands located within the County.

B. The Seller is the owner in fee simple of certain agricultural real property located in Harford County, Maryland and more particularly described in Exhibit A to the Deed of Easement (hereinafter defined) (the "Land"). The Seller has offered to sell to the County the Seller's development rights in the Land and the County has accepted such offer, all upon and subject to the conditions set forth in this Agreement.

C. The County will receive the Seller's development rights in the Land for the purposes set forth in the Authorizing Act.

D. Except for the limited transferability described herein and in the Deed of Easement referred to herein, the transfer by the Seller of their development rights in the Land shall be in perpetuity.

E. The Seller owns 130 acres of Land, which are a part of the Land on which the County is authorized to acquire a Deed of Easement.

## **AGREEMENTS**

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the Seller and the County hereby agree as follows:

### **ARTICLE I**

#### **DEFINITIONS**

SECTION 1.1. Definitions. As used in this Agreement, the following terms have the following meanings, unless the context clearly indicates a different meaning:

"Agricultural Use" means the rights of the Seller to continue to use the Land in perpetuity for agricultural purposes which directly contribute to the production, processing, or storage of agricultural products as defined by the United States Department of Agriculture, including agricultural uses permitted within the Harford County Zoning Code.

"Building Lot" means a lot of two acres or less included as part of the Land on the date hereof, which is hereafter either (a) released from the encumbrance of the Deed of Easement for the purpose of creating a building lot for a dwelling for such original Seller, or (b) conveyed or to be conveyed by the original Seller (but not any heir, personal representative, successor or assign) to one or more of such original Seller's children for the purpose of creating a building lot for a dwelling for such child or children, all in accordance with the Deed of Easement.

"Business Day" or "business day" means a day on which (a) banks located in each of the cities in which the principal office of the County or the Registrar is located are not required or authorized by law or executive order to close for business, and (b) The New York Stock Exchange is not closed.

"Closing Date" means \_\_\_\_\_, the date of execution and delivery of this Agreement by the parties.

"Code" means the Internal Revenue Code of 1986, as amended. Each reference to the Code herein shall be deemed to include the United States Treasury Regulations in effect or proposed from time to time with respect thereto.

"County" means Harford County, Maryland, a body politic and corporate and a political subdivision created and existing under and by virtue of the Constitution and laws of the State, its successors and assigns.

"County Council" means the County Council of Harford County, Maryland.

"County Executive" means the County Executive of Harford County, Maryland.

"Deed of Easement" means the Deed of Easement dated \_\_\_\_\_, from the Seller to the County, which shall convey the Development Rights (but not the Agricultural Use) to the County in perpetuity, substantially in form attached hereto as Exhibit A.

"Development Rights" means the rights of the Seller in the Land to develop the Land for any purpose except those which are related directly to or as an accessory use of the Land for Agricultural Use. The term "Development Rights" shall not include the Agricultural Use.

"Enabling Legislation" means, collectively, (1) Section 524 of the Harford County Charter and (2) Ordinances 93-2 and 93-3 passed by County Council on April 6, 1993 approved by the County Executive on April 20, 1993, effective June 21, 1993 and codified as Section 60-9, of the Harford County Code, as amended, and (3) Bill No. 02-30 passed by the County Council on \_\_\_\_\_, 2002, approved by the County Executive on \_\_\_\_\_, 2002 and effective \_\_\_\_\_, 2002.

"Interest Payment Date" means \_\_\_\_\_ in each year commencing \_\_\_\_\_.

"Land" means the tract of land located in Harford County, Maryland, containing approximately 130 acres, and more particularly described in Exhibit A attached to the Deed of Easement and made a part thereof and by reference a part hereof; provided, however, that if (a) a Building Lot is released from the encumbrance of the Deed of Easement for the purpose of creating a building lot for a dwelling for the original Seller, or (b) the original Seller conveys one or more Building Lots to their children in accordance with the Deed of Easement, the Building Lots so released or conveyed shall not thereafter be considered to be part of the Land.

"Permitted Encumbrances" means the encumbrances listed on Exhibit B attached hereto and made a part hereof and any encumbrances on or with respect to the Land or any portion thereof hereafter approved by the County.

"Person" or "person" means any natural person, firm, association, corporation, company, trust, partnership, public body or other entity.

"Purchase Price" means Four Hundred and Fifty Five Thousand Dollars (\$350,000.00), the purchase price to be paid by the County to the Registered Owner in accordance with this Agreement.

"Registered Owner" means the registered owner of this Agreement as shown on the registration books maintained by the Registrar.

"Registrar" means the Treasurer of the County, or any other person hereafter appointed by the County to act as Registrar and paying agent for this Agreement.

"Seller" means Madalyne E. Rahll and Edward G. Rahll, her respective heirs, personal representatives, and assigns, and any other person who becomes the owner of the Land.

"State" means the State of Maryland.

SECTION 1.2. Rules of Construction. The words "hereof", "herein", "hereunder", "hereto", and other words of similar import refer to this Agreement in its entirety.

The terms "agree" and "agreements" contained herein are intended to include and mean "covenant" and "covenants".

References to Articles, Sections, and other subdivisions of this Agreement are to the designated Articles, Sections, and other subdivisions of this Agreement.

The headings of this Agreement are for convenience only and shall not define or limit the provisions hereof.

All references made (a) in the neuter, masculine or feminine gender shall be deemed to have been made in all such genders, and (b) in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well.

## ARTICLE II

### SALE AND PURCHASE OF DEVELOPMENT RIGHTS

SECTION 2.1. Agreement to Sell and Purchase Development Rights. The Seller agrees to sell the Development Rights to the County and the County agrees to purchase the Development Rights from the Seller on the date hereof for a purchase price of \$350,000.00 (the "Purchase Price").

SECTION 2.2. Delivery of Deed of Easement. In order to evidence the sale of the Development Rights to the County, the Seller shall execute and deliver to the County on the Closing Date the Deed of Easement. The Deed of Easement shall be recorded among the Land Records of Harford County, Maryland.

## ARTICLE III

### PAYMENT OF PURCHASE PRICE

#### SECTION 3.1. Payment of Purchase Price.

(a) The County shall pay a portion of the Purchase Price in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) to the Seller on the Closing Date and shall pay the balance of the Purchase Price to the Registered Owner in installments on \_\_\_\_\_ and on the same day of each year thereafter to and including \_\_\_\_\_ (each an "Installment Payment Date"), in the amounts set forth in Schedule I attached hereto and made a part hereof.

(b) Interest on the unpaid balance of the Purchase Price shall accrue from the date hereof and shall be payable to the Registered Owner on \_\_\_\_\_ and annually thereafter in each year to and including \_\_\_\_\_ at the rate of \_\_\_\_\_% per annum. Interest shall be calculated on the basis of a 360-day year of twelve 30-day months.

(c) Both the installments of the Purchase Price and the interest on the unpaid balance thereof are payable in lawful money of the United States of America, at the time of payment.

(d) Payment of interest on the unpaid balance of the Purchase Price shall be made by the County on each Interest Payment Date to the Registrar. Payments of the principal installments of the Purchase Price shall be made on each Installment Payment Date to the Registrar. The Registrar shall forward all such payments (other than the final installment of the Purchase Price) to the person appearing on the books of the County maintained by the Registrar as the Registered Owner, by check or draft mailed to the Registered Owner at the address of the Registered Owner as it appears on such registration books or, if the Registered Owner is a trustee who has issued certificates of participation in this Agreement, by wire transfer to such Registered Owner to the bank



account number on file with the Registrar on the tenth day before the applicable Interest Payment Date or Installment Payment Date, or if such tenth day is not a Business Day, the Business Day next preceding such day. The final installment of the Purchase Price shall be paid by the Registrar to the Registered Owner upon presentation and surrender of this Agreement at the office of the Registrar.

(e) The County's obligation to make payments of the Purchase Price hereunder and to pay interest on the unpaid balance of the Purchase Price is a general obligation of the County, and the full faith and credit and the taxing power of the County are irrevocably pledged to the punctual payment of the Purchase Price and the interest on the unpaid balance of the Purchase Price as and when the same respectively become due and payable.

### SECTION 3.2. Registration and Transfer of this Agreement.

(a) Until the Purchase Price and all interest thereon have been paid in full, the Registrar, on behalf of the County, shall maintain and keep at the offices of the Registrar, registration books for the registration and transfer of this Agreement. The ownership of this Agreement may not be transferred or assigned, except upon the written approval of the County.

(b) The original Seller is the original Registered Owner. This Agreement shall be transferable only upon the written approval of the County and upon the books of the County maintained for such purpose by the Registrar, at the written request of the Registered Owner as then shown on such registration books or his attorney duly authorized in writing, upon presentation and surrender thereof, together with a written instrument of transfer substantially in the form attached hereto as Exhibit C, or as may otherwise be satisfactory to and approved by the Registrar in writing, duly executed by the Registered Owner or his attorney duly authorized in writing. Upon the surrender for transfer of this Agreement, the Registrar shall complete the Schedule of Transferees attached hereto as Exhibit D with the name, address and tax identification number of the transferee Registered Owner, the date of the transfer and the outstanding principal balance of the Purchase Price as of the date of transfer; provided, however, that if there is any conflict between the information set forth in Exhibit D hereto and the registration books maintained by the Registrar, the information shown on such registration books shall control.

The County and the Registrar may deem and treat the person in whose name this Agreement is registered upon the books of the County maintained by the Registrar as the absolute owner of this Agreement, whether any payments hereunder shall be overdue or not, for the purpose of receiving payment of, or on account of, the Purchase Price and interest thereon and for all other purposes, and all such payments so made to any such Registered Owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon this Agreement to the extent of the sum or sums so paid, and neither the County nor the Registrar shall be affected by any notice to the contrary.

For every registration of transfer of this Agreement, the County or the Registrar may make a charge sufficient to reimburse themselves for any tax or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the person requesting such transfer as a condition precedent to the exercise of the privilege of registering such transfer.

SECTION 3.3. Mutilated, Lost, Stolen or Destroyed Agreement. In the event that this Agreement is mutilated, lost, stolen or destroyed, the County and the Registered Owner (as then shown on the registration books maintained by the Registrar) shall execute a substitute for this Agreement having the same terms as that of this Agreement mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Agreement, such mutilated Agreement shall first be surrendered to the Registrar, and, in the case of any lost, stolen or destroyed Agreement there shall be first furnished to the County and the Registrar evidence of such loss, theft or destruction satisfactory to the County and the Registrar, together with indemnity satisfactory to each of them in their sole discretion. The County and the Registrar may charge the Registered Owner requesting such new Agreement their expenses and reasonable fees, if any, in this connection. If after the delivery of such substitute Agreement, a bona fide purchaser of the original Agreement (in lieu of which such substitute Agreement was issued) presents for payment such original Agreement, the County and the Registrar shall be entitled to recover such substitute Agreement from the person to whom it was delivered or any other person who receives delivery thereof, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor or otherwise to the extent of any loss, damage, cost or expense incurred by the County and the Registrar in connection therewith.

## ARTICLE IV

### REPRESENTATIONS AND WARRANTIES

SECTION 4.1. Representations and Warranties of the County. The County makes the following representations and warranties:

(a) The County is a body politic and corporate and a political subdivision of the State.

(b) The County has the necessary power and authority to acquire the Development Rights, to enter into this Agreement, to perform and observe the covenants and agreements on its part contained in this Agreement and to carry out and consummate all transactions contemplated hereby. By proper action, the County has duly authorized the execution and delivery of this Agreement.

(c) This Agreement has been duly and properly authorized, executed, sealed and delivered by the County, constitutes the valid and legally binding obligation of the County, and is enforceable against the County in accordance with its terms.

(d) There are no proceedings pending or, to the knowledge of the County, threatened before any court or administrative agency which may affect the authority of the County to enter into this Agreement.

SECTION 4.2. Representations and Warranties of the Original Seller. The original Seller makes the following representations and warranties with respect to herself, but not with respect to any transferee Seller:

(a) The Seller has full power and authority to execute and deliver this Agreement and the Deed of Easement, and to incur and perform the obligations provided for herein and therein. No consent or approval of any person or public authority or regulatory body is required as a condition to the validity or enforceability of this Agreement or the Deed of Easement, or, if required, the same has been duly obtained.

(b) This Agreement and the Deed of Easement have been duly and properly executed by the Seller, constitute valid and legally binding obligations of the Seller, and are fully enforceable against the Seller in accordance with their respective terms.

(c) There is no litigation or proceeding pending or, so far as the Seller knows, threatened before any court or administrative agency which, in the opinion of the Seller, will materially adversely affect the authority of the Seller to enter into, or the validity or enforceability of, this Agreement or the Deed of Easement.

(d) There is (i) no provision of any existing mortgage, indenture, contract or agreement binding on the Seller or affecting the Land, and (ii) to the knowledge of the Seller, no provision of law or order of court binding upon the Seller or affecting the Land, which would conflict with or in any way prevent the execution, delivery, or performance of the terms of this Agreement or the Deed of Easement, or which would be in default or violated as a result of such execution, delivery or performance, or for which adequate consents, waivers or, if necessary, subordinations, have not been obtained.

(e) There exist no liens or security interests on or with respect to the Land (other than Permitted Encumbrances), or such liens or security interests will be released or subordinated to the Development Rights.

(f) The Seller is not a nonresident alien of the United States of America for purposes of federal income taxation.

(g) The Social Security Number of the Sellers, Madalyne E. Rahll and Edward G. Rahll, are \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_, respectively. The Seller shall, upon request of the County, execute Treasurer Form W-9 and deliver the same to the County for filing.

The representations in subsections (f) and (g) above are made under penalties of perjury and the information contained therein may be disclosed by the County to the Internal Revenue Service. The Seller acknowledges that any false statement in such subsections could be punished by fine, imprisonment or both.

## **ARTICLE V**

### **PROVISIONS RELATING TO EXCLUSION OF INTEREST FROM INCOME FOR FEDERAL INCOME TAXATION**

**SECTION 5.1. Intent of County and Tax Covenant of County.** The County intends that the interest payable under this Agreement shall not be includible in the gross income of the Registered

Owner for purposes of federal income taxation pursuant to Section 148 of the Code. Accordingly, the County shall not knowingly take or permit to be taken any other action or actions or omit or fail to take any action, which would cause this Agreement to be an "arbitrage bond" within the meaning of Section 148 of the Code, or which would otherwise cause interest payable under this Agreement to become includible in the gross income of any Registered Owner for purposes of federal income taxation pursuant to Section 148 of the Code.

SECTION 5.2. Acknowledgment of Seller with Regard to Tax Consequences of Transaction. The Seller has received an opinion from Miles & Stockbridge P.C., Bond Counsel, dated the date hereof, to the effect that under existing laws, regulations, rulings and decisions, interest payable under this Agreement is not includible in the gross income of the Seller for federal income tax purposes, which opinion assumes continuous compliance with certain covenants in the Tax Certificate and Compliance Agreement to be executed and delivered by the County on the date of delivery of this Agreement and is otherwise limited in accordance with its terms. The Seller acknowledges that they have made their own independent investigation and have consulted with attorneys, accountants and others selected by the Seller in the Seller's sole discretion with respect to all other tax considerations related to the transaction contemplated hereby (including, but not limited to, installment sales treatment under Section 453 of the Code, charitable contribution deductions under Section 170 of the Code, and federal estate tax implications); and the Seller certifies that the Seller has not looked to or relied upon the County or any of its officials, agents or employees, or to Bond Counsel, with respect to any of such matters.

## ARTICLE VI THE REGISTRAR

SECTION 6.1. Appointment of Registrar. The Treasurer of the County, is hereby designated and appointed to act as Registrar for this Agreement.

SECTION 6.2. Change of Registrar and Appointment of Successor Registrar. The County shall have the right, subject to the terms of any agreement with the Registrar, to change the Registrar at any time by filing with the Registrar to be removed, and with the Registered Owner, an instrument in writing. Notwithstanding the foregoing, such removal shall not be effective until a successor Registrar has assumed the Registrar's duties hereunder.

SECTION 6.3. Qualifications of Successor Registrar. Any successor Registrar shall be either (a) the Treasurer of the County, (b) an officer or employee of the County, or (c) a bank, trust company or other financial institution duly organized under the laws of the United States or any state or territory thereof which is authorized by law and permitted under the laws of the State to perform all the duties imposed upon it as Registrar by this Agreement.

SECTION 6.4. Successor by Merger or Consolidation. If the Registrar is a bank, trust company or other financial institution, any institution or corporation into which the Registrar hereunder may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Registrar hereunder shall be a party or any institution or corporation succeeding to the corporate trust business (if any) of the Registrar, shall

be the successor Registrar under this Agreement, without the execution or filing of any paper or any further act on the part of the parties hereto, anything in this Agreement to the contrary notwithstanding.

## ARTICLE VII

### MISCELLANEOUS

SECTION 7.1. Successors of County. In the event of the dissolution of the County, all the covenants, stipulations, promises and agreements in this Agreement contained, by or on behalf of, or for the benefit of, the County, the Seller, any other Registered Owner and the Registrar, shall bind or inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of the County shall be transferred.

SECTION 7.2. Parties in Interest. Except as herein otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, firm or corporation, other than the County, the Seller, any other Registered Owner and the Registrar, any right, remedy or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County, the Seller, any other Registered Owner from time to time of this Agreement and the Registrar.

SECTION 7.3. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns, including, without limitation, all Registered Owners from time to time of this Agreement.

SECTION 7.4. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Agreement and this Agreement shall be construed and enforced as if such illegal or invalid provisions had not been contained herein or therein.

SECTION 7.5. Prior Agreements Canceled; No Merger. This Agreement shall completely and fully supersede all other prior agreements, both written and oral, between the County and the Seller relating to the acquisition of the Development Rights. Neither the County nor the Seller shall hereafter have any rights under such prior agreements but shall look solely to this Agreement and the Deed of Easement for definitions and determination of all of their respective rights, liabilities and responsibilities relating to the Land, the Development Rights and the payment for the Development Rights. In addition, this Agreement shall survive the execution and recording of the Deed of Easement in all respects and shall not be merged therein.

SECTION 7.6. Amendments, Changes and Modifications. This Agreement may not be amended, changed, modified, altered or terminated except by an agreement in writing between the County and the then-Registered Owner. An executed counterpart of any such amendment shall be attached to this Agreement and shall be binding upon such Registered Owner and all successor Registered Owners.

SECTION 7.7. No Personal Liability of County Officials. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any official, officer, agent or employee of the County in his or her individual capacity, and neither the officers or employees of the County nor any official executing this Agreement shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the issuance thereof.

SECTION 7.8. Governing Law. The laws of the State shall govern the construction and enforcement of this Agreement.

SECTION 7.9. Notices. Except as otherwise provided in this Agreement, all notices, demands, requests, consents, approvals, certificates or other communications required under this Agreement to be in writing shall be sufficiently given and shall be deemed to have been properly given three Business Days after the same is mailed by certified mail, postage prepaid, return receipt requested, addressed to the person to whom any such notice, demand, request, approval, certificate or other communication is to be given, at the address for such person designated below:

|                 |  |
|-----------------|--|
| County:         | Harford County, Maryland<br>County Office Building<br>220 South Main Street<br>Bel Air, Maryland 21014<br>Attention: Treasurer |
| with a copy to: | A. Frank Carven, III, Esquire<br>County Attorney<br>County Office Building<br>220 South Main Street<br>Bel Air, Maryland 21014 |
| Seller:         | Madalyne E. Rahl<br>Edward G. Rahl<br>Pleasantville and Cosner Road<br>Forest Hill, MD 21050                                   |
| Registrar:      | James M. Jewell, C.P.A.<br>Treasurer<br>County Office Building<br>220 South Main Street<br>Bel Air, Maryland 21014             |

Any of the foregoing may, by notice given hereunder to each of the others, designate any further or different addresses to which subsequent notices, demands, requests, consents, approvals, certificates or other communications shall be sent hereunder.

SECTION 7.10. Holidays. If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in this Agreement, shall not be a Business Day, such payment may, unless otherwise provided in this Agreement, be made or act

performed or right exercised on the next succeeding Business Day with the same force and effect as if done on the nominal date provided in this Agreement, and in the case of payment no interest shall accrue for the period after such nominal date.

WITNESS the signatures and seals of the parties hereto as of the date first above written.

HARFORD COUNTY, MARYLAND

[COUNTY'S SEAL]

By: \_\_\_\_\_  
James M. Harkins  
County Executive

ATTEST:

\_\_\_\_\_  
John J. O'Neill, Jr.  
Director of Administration

WITNESS:

\_\_\_\_\_ (SEAL)  
Madelyne E. Rahl

\_\_\_\_\_ (SEAL)  
Edward G. Rahl

\_\_\_\_\_ (SEAL)

SELLER

SCHEDULE I

INSTALLMENTS OF  
DEFERRED PORTION OF PURCHASE PRICE  
(MADALYNE E. RAHLL AND EDWARD G. RAHLL)

Date of Payment

Amount Payable

Plus initial payment of purchase  
price on \_\_\_\_\_

\$

TOTAL

\$350,000.00



EXHIBIT A

FORM OF DEED OF EASEMENT

EXHIBIT B  
TO INSTALLMENT  
PURCHASE AGREEMENT

PERMITTED ENCUMBRANCES

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company (all clauses, if any, which indicate any preference, limitation or discrimination based on race, color, religion or national origin are omitted from all building and use restrictions, covenants and conditions, if any, shown herein):

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for the value of record the estate or interest or mortgage thereon covered by this +commitment.
2. Rights or claims of parties other than the insured in actual possession of any or all of the property.
3. Special assessments against the property which are not shown as existing liens by the public records.
4. Real estate taxes, other public charges (including, but not limited to, assessments by any county, municipality, Metropolitan District or Commission) and the balance of any such changes payable on an annual basis which are not yet due and payable.

EXHIBIT C  
TO INSTALLMENT  
PURCHASE AGREEMENT

ASSIGNMENT

FOR VALUE RECEIVED, MADALYNE E. RAHLL AND EDWARD G. RAHLL (the "Registered Owner"), subject to the approval of Harford County, Maryland, hereby sell[s], assign[s] and transfer[s] unto \_\_\_\_\_, without recourse, all of the Registered Owner's right, title and interest in and to the Installment Purchase Agreement to which this Assignment is attached; and the Registered Owner's hereby irrevocably directs the Registrar (as defined in such Agreement) to transfer such Agreement on the books kept for registration thereof. The Registered Owner hereby represents, warrants and certifies that there have been no amendments to such Agreement [except \_\_\_\_\_].

Date: \_\_\_\_\_

WITNESS OR ATTEST: \_\_\_\_\_

\_\_\_\_\_  
NOTICE: The signature on this Assignment must correspond with of the name of the Registered Owner as it appears on the registration books for the Installment Purchase Agreement referred to herein in every particular, without alteration or enlargement or any change whatever.

**ADD NOTARY ACKNOWLEDGMENT**

Transfer of the foregoing Installment Purchase Agreement, as indicated above is approved this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Harford County, Maryland

By: \_\_\_\_\_  
James M. Harkins  
County Executive

## TRANSFER OF AGREEMENT - SCHEDULE OF TRANSFEREES

[illegible]

**BILL NO. 02-31**HARFORD COUNTY BILL NO. 02-31Brief Title) Ag Land Preservation – Rahl Property

is herewith submitted to the County Council of Harford County for enrollment as being the text as finally passed.

**CERTIFIED TRUE AND CORRECT****ENROLLED**

James E. Massey, Jr.  
Administrator

[Signature]  
President

Date September 3, 2002Date September 3, 2002**BY THE COUNCIL**

Read the third time.

Passed: LSD 02-21 (September 3, 2002)

Failed of Passage: \_\_\_\_\_

By Order

James E. Massey, Jr. Council Administrator

Sealed with the County Seal and presented to the County Executive for approval this 5th day of September, 2002, at 4:00 p.m.

James E. Massey, Jr. Council Administrator

**BY THE EXECUTIVE**

James M. Harbino  
COUNTY EXECUTIVE

APPROVED: Date 9-5-02**BY THE COUNCIL**

This Bill (No. 02-31), having been approved by the Executive and returned to the Council, becomes law on September 5, 2002.

EFFECTIVE DATE: November 4, 2002

James E. Massey, Jr., Administrator

**BILL NO. 02-31**